

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF INDIANA  
HAMMOND DIVISION**

<b>INDIANA/KENTUCKY/OHIO REGIONAL COUNCIL OF CARPENTERS,</b>	)	
	)	
	)	
<b>Plaintiff,</b>	)	
	)	
<b>vs.</b>	)	<b>CASE NO. 2:18-cv-246</b>
	)	
<b>DASHCO, INC. d/b/a Rainguard,</b>	)	
	)	
<b>Defendant.</b>	)	

**COMPLAINT**

Plaintiff **INDIANA/KENTUCKY/OHIO REGIONAL COUNCIL OF CARPENTERS**,  
by its attorneys, **PAUL T. BERKOWITZ & ASSOCIATES, LTD.**, hereby complains of  
Defendant **DASHCO, INC. d/b/a RAINGUARD**, stating as follows:

**1.** Plaintiff **INDIANA/KENTUCKY/OHIO REGIONAL COUNCIL OF CARPENTERS** ("Union") is a labor organization whose duly authorized officers or agents are engaged in representing or acting for employee members within this judicial district.

**2.** At all times material herein, Defendant **DASHCO, INC. d/b/a Rainguard**, ("Dashco") has been engaged in an industry affecting interstate commerce and employs individuals working within this judicial district.

**3.** This Court has jurisdiction of this action pursuant to Section 301 of the Labor-Management Relations Act, 1947, as amended, 29 U.S.C. §185 ("LMRA").

**4.** At all times material herein, Defendant Dashco has been signatory to a collective bargaining agreement ("CBA") with the Union. Included among the contractual obligations

between the parties is the requirement that Dashco pay monthly contributions and deductions by a date certain to the Union's third party designee.

5. The CBA also provides, *inter alia*, that an employer which is delinquent in its principal payments is to be charged interest on the principal monies not paid by the contractual date certain.

6. Defendant Dashco is in breach of its contractual obligations to the Union by failing to timely pay its contributions and deductions, thus requiring Dashco to pay interest on such delinquencies.

7. Despite the Union's requests, Defendant Dashco has failed to pay the contractually and statutorily (LMRA) assessed interest.

WHEREFORE, Plaintiff Union prays this Court order that:

1. Defendant Dashco pay all interest owed for the principal period of June 1, 2015 through June 1, 2016, as the interest continues to accrue to date, to the Plaintiff Union;

2. Defendant Dashco pay statutory post-judgment interest;

3. Defendant Dashco pay Plaintiff Union's attorneys' fees and costs incurred herein;  
and,

4. Such other and further relief that this Court may find just and proper be entered against Defendant Dashco.

Respectfully submitted,

**PAUL T. BERKOWITZ & ASSOCIATES, LTD.**

By                     /s/ Paul T. Berkowitz                      
**PLAINTIFF'S ATTORNEYS**

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